

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

Teledyne Relays, a.k.a. Teledyne
Electronics Technologies, Relays
Facility
12525 Daphne Avenue
Hawthorne, California 90250

EPA ID No: CAD990833006

Respondent.

Docket No. HWCA SRPD2/03 NAE0 -
1299

CONSENT ORDER

Health and Safety Code
Section 25187

INTRODUCTION

The California Department of Toxic Substances Control (Department) and Teledyne Relays, a.k.a Teledyne Electronics Technologies, Relays Facility (Respondent) enter into this Consent Order (Order) and agree as follows:

1.1. Site. Respondent generates, handles, treats, stores, and/or disposes of hazardous waste at the following site: 12525 Daphne Avenue, Hawthorne, California (Site).

1.2. Inspection. The Department inspected the Site on March 18, 2003.

1.3. Authorization. Respondent generates the following hazardous waste: metal-and cyanide-bearing rinse waters from electroplating operations, metal-bearing waste residues from onsite waste water treatment, corrosive waste, arsenic waste, mercury waste, waste organic solvents, waste lubricating oil, and waste residue from metal polishing. Respondent is authorized by the Los Angeles County Certified Unified Program Agency (CUPA) to treat certain wastes generated in electroplating operations under a Permit by Rule. Respondent uses pH neutralization, ion exchange, metals

precipitation, and gravity sedimentation to treat hazardous wastes. Metal-bearing residues from waste water treatment are transferred to a permitted offsite facility for treatment, and treated water is discharged to the sewer.

1.4. Jurisdiction. Health and Safety Code, section 25187, authorizes the Department to order action necessary to correct violations and assess a penalty when the Department determines that any person has violated specified provisions of the Health and Safety Code or any permit, rule, regulation, standard, or requirement issued or adopted pursuant thereto.

1.5. Dispute. A dispute exists regarding the violations alleged below. The parties wish to avoid the expense of litigation and to ensure prompt compliance with the statutes and/or regulations cited herein.

1.6. Full Settlement. This Order shall constitute full settlement of the violations alleged below, as well as any other alleged violations identified during the March 18, 2003 inspection, but does not limit the Department from taking appropriate enforcement action concerning other violations.

1.7 Department's Findings of Fact.

1.7.1 Prior to June 30, 2003, Respondent failed to obtain a written assessment reviewed and certified by a qualified independent professional engineer attesting that tanks installed and operated at the facility have sufficient structural integrity and are acceptable for the transferring, storing and treating of hazardous waste, prior to placing the tanks in service.

1.7.2 Prior to March 18, 2003, Respondent failed to provide secondary containment for above ground piping used to transport incompatible acidic and cyanide-bearing wastes.

1.7.3 Prior to March 18, 2003, Respondent failed to develop an adequate written waste analysis plan for analyzing hazardous wastes treated onsite, and did not maintain adequate waste analysis records for hazardous wastes treated onsite under Permit by Rule.

1.7.4 Prior to March 18, 2003, Respondent failed adequately to document daily inspections of tanks, and associated ancillary equipment such as above ground piping, used to hold and treat hazardous wastes onsite.

VIOLATIONS

2. The Department has determined that:

2.1. Respondent violated Health and Safety Code, section 25202, subdivision (a), and California Code of Regulations, title 22, sections 66265.193 and 66265.198, in that, on and before March 18, 2003, and continuing to, June 30, 2003, Respondent failed to obtain a written assessment reviewed and certified by a qualified independent professional engineer attesting that tanks installed and operated at the facility have sufficient structural integrity and are acceptable for the transferring, storing and treating of hazardous waste, prior to placing the tanks in service.

2.2. Respondent violated Health and Safety Code, section 25202, subdivision (a), and California Code of Regulations, title 22, section 66265.198, in that, on and before March 18, 2003, Respondent failed to provide secondary containment for above ground piping used to transport incompatible acidic and cyanide-bearing wastes. The

above ground piping is not double-walled and incompatible wastes may mix if the piping leaks. The mixing of incompatible acidic and cyanide-bearing wastes may generate extremely hazardous hydrogen cyanide gas.

2.3. Respondent violated Health and Safety Code, section 25202, subdivision (a), and California Code of Regulations, title 22, section 66265.13, in that, on and before March 18, 2003, Respondent failed to develop a written waste analysis plan for analyzing hazardous wastes treated onsite, and did not maintain waste analysis records for hazardous wastes treated onsite under Permit by Rule.

2.4. Respondent violated Health and Safety Code, section 25202, subdivision (a), and California Code of Regulations, title 22, section 66265.15, in that, on and before March 18, 2003, Respondent failed to conduct and document daily inspections of tanks, and associated ancillary equipment such as above ground piping, used to hold and treat hazardous wastes onsite.

SCHEDULE FOR COMPLIANCE

3. The violations cited above have been corrected. As a part of this agreement and in mutual consideration of the payments set forth at paragraph 5.1 below, the parties, and each of them, agree that Respondent shall:

a. Maintain the secondary containment which has been installed for Respondent's above ground piping used to transport incompatible acidic and cyanide-bearing wastes in full compliance with all applicable statutes, regulations and authorizations, including, without limitation, Health and Safety Code, section 25202, subdivision (a), and California Code of Regulations, title 22, sections 66265.15, 66265.195 and 66265.198.

b. Conduct and document daily inspections of Respondent's above ground piping used to transport incompatible acidic and cyanide-bearing wastes and the secondary containment therefore pursuant to California Code of Regulations, title 22, section 66265.195. Respondent will maintain the records of such daily inspections for a minimum of six years after the effective date of this order. The failure to maintain, and to have available to Department personnel as specified in this paragraph, complete and reliable documentation of said daily inspections shall constitute an irrebutable presumption that said inspections were not conducted. Respondent shall make available to any representative of the Department upon request and at all reasonable times during an inspection, in the manner described in California Code of Regulations, title 22, section 66265.74(a), the documentation of said daily inspections covering the 12 month period prior to the request; Respondent shall provide documentation of daily inspections performed more than 12 months prior to the demand upon 30 days written notice from any representative of the Department.

c. The above requirements of paragraphs 3.a and 3.b above shall continue in force until the earlier of the following: (1) until Respondent's above ground piping used to transport incompatible acidic and cyanide-bearing wastes and the secondary containment therefore are certified clean closed; or (2) until any such requirements are no longer required by applicable law.

3.1. Liability. Nothing in this Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of Respondent, except as provided in this Order. Notwithstanding compliance with the terms of this Order, Respondent may be required

to take such further actions as are necessary to protect public health or welfare or the environment.

3.2. Site Access. Access to the Site shall be provided at all reasonable times to employees, contractors, and consultants of the Department, and any other agency having jurisdiction. Nothing in this Order is intended to limit in any way the right of entry or inspection that any agency may have by operation of any law or otherwise. The Department and its authorized representatives may enter and move freely about all property at the Site at all reasonable times for purposes including but not limited to: inspecting records, operating logs, and contracts relating to the Site; and conducting such tests as the Department is authorized to conduct under applicable law.

3.3. Sampling, Data, and Document Availability.

3.3.1 Respondent shall maintain a central depository of the data, reports, and other documents prepared pursuant to this Order. All such data, reports, and other documents shall be preserved by Respondent for a minimum of six years after the effective date of this Order.

3.3.2 If the Department requests that some or all of these documents be preserved for a longer period of time, Respondent shall either comply with that request, deliver the documents to the Department, or permit the Department to copy the documents prior to destruction. Respondent shall notify the Department in writing at least three months prior to destroying any documents prepared pursuant to this Order.

3.4. Government Liabilities. The Department shall not be liable for injuries or damages to persons or property resulting from acts or omissions by Respondent, or related parties specified in paragraph 4.3, in carrying out activities pursuant to this

Order, nor shall the Department be held as a party to any contract entered into by Respondent or its agents in carrying out activities pursuant to this Order.

3.5. Incorporation of Plans and Reports. Any and all plans, schedules, and reports that were submitted by Respondent and approved by the Department pursuant to this Order are incorporated in this Order.

OTHER PROVISIONS

4.1. Penalties for Noncompliance. Failure to comply with the terms of this Order may subject Respondent to civil penalties and/or punitive damages for any costs incurred by the Department or other government agencies as a result of such failure, as provided by Health and Safety Code section 25188 and other applicable provisions of law.

4.3. Parties Bound. This Order shall apply to and be binding upon Respondent and its officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors, and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations, and upon the Department and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Order.

4.4. Integration. This agreement constitutes the entire agreement between the parties and may not be amended, supplemented, or modified, except as provided in this agreement.

4.5. Privileges. Nothing in this Consent Agreement shall be construed to require any party to waive any privilege, including without limitation, attorney-client and attorney

work-product. However, the assertion of any privilege shall not relieve any party of its obligations under this Order.

4.6. Non-Admission. By entering into this Consent Order, Respondent does not admit any of the violations alleged above. This Consent Order is not, and shall not be portrayed as, an admission of liability. Except as provided by paragraph 4.7 below, this Consent Order shall not be used as and shall be inadmissible as evidence of liability in any way.

4.7. Use of Consent Order. Notwithstanding any other provision of this Consent Order, Respondent acknowledges that the Department may use this Consent Order, including the facts stated in paragraph 1.7 above, in any subsequent action brought against Respondent pursuant to the Hazardous Waste Control Law, Health and Safety Code section 25100 et seq., within five years of the date the violations alleged herein occurred, solely to establish Respondent's history of noncompliance under California Code of Regulations, title 22, Section 66272.68.

PENALTY

5.1. Respondent shall pay the Department a total sum of \$75,300, which includes \$49,905 as a penalty, \$8,760 as reimbursement of the Department's costs and \$16,635 in the form of a supplemental environmental project consisting of a contribution to the Cal/EPA Environmental Enforcement and Training Account.

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5.2. Payment is due as follows:

Payment	Due	Payable to
\$44,905 (Penalty less \$5,000 per paragraph 5.5 and 5.6)	60 days from the effective date of this Order (paragraph 7).	Department of Toxic Substances Control
\$8,760 (reimbursement of costs)		
\$16,635 (SEP)		Cal/EPA Environmental Enforcement and Training Account
\$5,000 (contingent, pursuant to paragraph 5.5 and 5.6)	180 days from the effective date of this Order (paragraph 7).	Department of Toxic Substances Control

5.3. Respondent's checks shall identify the Respondent and Docket Number, as shown in the caption of this case, and shall be delivered, together with a copy of the attached Payment Voucher, to:

Department of Toxic Substances Control
Accounting Office
1001 I Street, 21st floor
P. O. Box 806
Sacramento, California 95812-0806

A photocopy of each check shall be sent simultaneously to:

Charles A. McLaughlin, Chief
State Oversight and Enforcement Branch
Statewide Compliance Division
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, CA 95826-3200

And to:

James J. Grace, Staff Counsel
Office of Legal Counsel and Investigations
Department of Toxic Substances Control
1001 I Street, 23rd floor
P. O. Box 806
Sacramento, California 95812-0806

5.4. If Respondent fails to make payment as provided above, Respondent agrees to pay interest at the rate established pursuant to Health and Safety Code section 25360.1 and to pay all costs incurred by the Department in pursuing collection including attorney's fees.

5.5. The penalty shall be reduced by \$5,000 if, and only if, Respondent sends at least 2 employees, including the Plating Manager and the Environmental Health & Safety Manager, to the California Compliance School, Modules I - V, and submits to the Department, within 180 days of the effective date of this Consent Order, Certificates of Satisfactory Completion thereof.

5.6. In the event that the above Certificates of Satisfactory Completion are not all received by the Department within 180 days of the effective date of this Consent Order, the entire remaining balance of \$5,000 shall then become due and payable.

RIGHT TO A HEARING

6. Respondent waives any right to a hearing in this matter.

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EFFECTIVE DATE

7. The effective date of this Order is the date it is signed by the Department.

Dated: August 26, 2004

original signed by Hamid R. Emami

Hamid R. Emami

General Manager

Teledyne Relays, a.k.a. Teledyne Electronics

Technologies, Relays Facility

Respondent

Dated: September 4, 2004

original signed by Charles A. McLaughlin

Charles A. McLaughlin, Chief

State Oversight and Enforcement Branch

Statewide Compliance Division

Department of Toxic Substances Control